

UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

BOBBY WARREN, et al.,  
Plaintiffs,  
v.  
CITY OF CHICO, et al.,  
Defendants.

No. 2:21-cv-640-MCE-KJN  
ORDER  
(ECF No. 160.)

In January of 2022, the parties settled this case, and all claims were dismissed. (ECF No. 153.) In the settlement agreement, the parties provided for continuing jurisdiction and enforcement of the settlement with the undersigned. Thereafter, the parties negotiated over, among other things, the rules for the housing site (hereafter the “Campus”). In April, the parties requested rulings on some of the City’s proposed rules, and so the court set a hearing and ordered briefing. (ECF Nos. 160 to 166.) On April 28, 2022, the court held a hearing regarding the areas in dispute. (ECF No. 168.)

Under California law, “contracts are to be interpreted according to the objective intent of the parties.” Daniels v. Aguilera, 2019 WL 95510, \*3 (E.D. Cal. Jan. 3, 2019) (citing Beck v. American Health Group Int’l, Inc., 211 Cal. App. 3d 1555, 1562 (Cal. Ct. App. 1989); Cal. Civ. Code § 1636 (2009)). When reduced to writing, “the intention of the parties is to be ascertained from the writing alone, if possible. Evans v. Y’s Fries, Inc., 2011 WL 1899778, \*2 (E.D. Cal.

1 May 19, 2011) (citing AIU Ins. Co. v. Superior Court, 51 Cal.3d 807, 822 (1990)). After  
2 discussion with the parties, and for the reasons stated on the record, the court ORDERS:

- 3       1. The City's request to include a 3-bin limit for personal property is DENIED (but  
4           personal property may be limited as set forth in the settlement agreement).
- 5       2. The City's request to institute a curfew from 11:00 p.m. to 7:00 a.m. is DENIED.  
6           However, the City may institute expanded quiet hours between 10:00 p.m. and 7:00  
7           a.m.
- 8       3. The City's request to conduct warrant checks is GRANTED IN PART. The City may  
9           conduct warrant checks on individuals seeking housing on the Campus, and may  
10          notify law enforcement if any such person has an outstanding warrant for a violent  
11          felony or sex offense. At this time, the City may not include a rule requiring  
12          notification of any outstanding misdemeanor warrants. However, the parties shall  
13          come to an agreement on whether there are any violent misdemeanors for which law  
14          enforcement and the campus operators should be notified. To effectuate the  
15          notification process, the City shall maintain an information wall between its agent  
16          checking all warrants and the law enforcement officers responsible for acting on any  
17          outstanding warrants addressed in this rule.
- 18       4. The City's request to include a rule allowing for the expulsion from the Campus of an  
19          occupant solely for acts that occur outside of the Campus is DENIED without  
20          prejudice.
- 21       5. The City's request to include a rule requiring dogs to be muzzled while on the Campus  
22          and outside of the occupant's unit is GRANTED. The City shall provide a muzzle to  
23          any occupant needing one for purposes of this rule. Counsel shall promptly confer on  
24          any possible ways to modify this rule, while still maintaining the safety of the  
25          residents as well as other dogs on the campus.
- 26       6. The City's request to limit one dog at a time in the pet run is DENIED without  
27          prejudice, subject to the parties conferring on how to make best use of the dog run(s).
- 28       7. The parties agree on the terms of the current bag search and amnesty box provisions

on a temporary basis, and so the City's request regarding these rules is GRANTED.

8. Now that the Campus is open and assessing individuals, and now that all rules are in place for the operation of the Campus, the City may begin enforcing its ordinances as provided for by Paragraphs 9, 10 and related sections of the Settlement Agreement.

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All of these rulings are potentially subject to revisiting and revising in the future based upon actual experiences at the campus, to ensure the campus is being operated in the safest, most optimal fashion for the residents of the campus and the City of Chico.

9 || Dated: April 29, 2022

Kendall J. Newman  
KENDALL J. NEWMAN  
UNITED STATES MAGISTRATE JUDGE

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